

E-FILED 8/18/16

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NOTE CHANGES MADE BY THE COURT

6 Attorneys for BUFFALO DE FRANCE
CORP.

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
10

11 BUFFALO DE FRANCE CORP.,

12 Plaintiff,

13 v.

14 ARRIVAL AIR & SEA TRANSPORT
15 INC.; ARRIVAL CUSTOMS
BROKERS LTD.; PACER
16 DISTRIBUTION SERVICES, INC.;
PACER INTERNATIONAL, INC.;
17 PACER TRANSPORTATION
SOLUTIONS, INC.; PDS TRUCKING
18 INC.; XPO LOGISTICS SUPPLY
CHAIN CORPORATE SERVICES,
19 INC.; XPO LOGISTICS SUPPLY
CHAIN OF NEW JERSEY, INC.; and
20 DOES 1 to 10 inclusive,

21 Defendants.

Case No. 2:15-cv-4876

**JOINT STIPULATION OF
VOLUNTARY DISMISSAL WITH
PREJUDICE PURSUANT TO
F.R.C.P. 41(a)(1)(A)(ii); ORDER**

The Honorable Philip S. Gutierrez

Action Filed: June 26, 2015

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23 **JOINT STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE**

24 This stipulation is entered into by and among Plaintiffs BUFFALO DE
25 FRANCE CORP., and Defendants, ARRIVAL AIR & SEA TRANSPORT INC.,
26 XPO DISTRIBUTION SERVICES, INC. f/k/a PACER DISTRIBUTION
27 SERVICES, INC., and PDS TRUCKING INC. and Cross Defendants,
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1 UNIVERSAL PROTECTION SERVICE, LP (collectively “the Parties”), by and
2 through their respective attorneys of record.

3 WHEREAS, the parties in the above entitled matter have entered into a
4 settlement agreement which resolves the differences with respect to all matters in
5 dispute before this Court, the parties hereby agree that pursuant to Federal Rules of
6 Civil Procedure 41(a)(1)(A)(ii), all claims and counterclaims in this case, including
7 all claims against entities previously dismissed without prejudice, shall be
8 DISMISSED WITH PREJUDICE and without costs to either party, all costs having
9 been paid and all matters in controversy for which said action was brought having
10 been fully settled, comprised and adjourned.

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12 **IT IS SO STIPULATED.**

13 Dated: August 15, 2016

CLYDE & CO US LLP

14
15 By: /s/ Joseph A. Walsh II

16 Joseph A. Walsh II

17 Conte C. Cicala

18 Attorneys for Plaintiff,

19 BUFFALO DE FRANCE CORP.

20 Dated: August 15, 2016

**COX, WOOTEN, LERNER, GRIFFIN &
HANSEN LLP**

21
22 By: /s/ Alena A. Eckhardt

23 Alena A. Eckhardt

24 Attorneys for Defendants,

25 ARRIVAL AIR & SEA TRANSPORT,
26 INC.

27 ///

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1 Dated: August 15, 2016

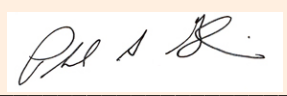
ROBERTS & KEHAGIARAS LLP

2
3 By: /s/ Andrew D. Kehagiaras
4 Andrew D. Kehagiaras
5 Attorneys for Defendants,
6 XPO DISTRIBUTION SERVICES, INC.
7 f/k/a PACER DISTRIBUTION
8 SERVICES, INC. and PDS TRUCKING,
9 INC.

10 Dated: August 15, 2016

BRADLEY & GMELICH

11 By: /s/ Barry A. Bradley
12 Barry A. Bradley
13 Robert A. Crook
14 Attorneys for Cross-Defendants:
15 UNIVERSAL PROTECTION SERVICE,
16 LP

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18 **IT IS SO ORDERED.**
19 **DATED:** 8/18/16
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21 **U.S. DISTRICT JUDGE**
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